

October 17, 2008

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: ROXANN M. PARKER  
STATE CONTRACT PROCUREMENT OFFICER II  
302-857-4555

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. 08-567-RP**  
DNREC Dump Truck

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KEY CONTRACT INFORMATION**

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## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT:**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

### **2. CONTRACT PERIOD:**

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Each Vendors contract shall be valid for a one (1) year period from November 1, 2008 through October 31, 2009. Each contract may be renewed for one (1) additional year through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

### **3. VENDOR:**

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Brian Hoskins Ford  
2601 E. Lincoln Hwy.  
Coatesville, PA 19320  
Phone: 610-384-4242  
Fax: 610-384-5705  
Contact: Paul Materi  
Fed. EI# 23-2383261

### **4. SHIPPING TERMS:**

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F.O.B. destination; freight pre-paid

### **5. DELIVERY AND PICKUP:**

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Deliver to: Div. of Parks and Recreation  
Killens Pond State Park  
5025 Killens Pond Rd  
Felton, DE 19943  
Attn: Gary Focht 302-284-4526

### **6. PRICING:**

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Prices will remain firm for the term of the contract year.

1 Unit  
Make: FORD

Price: **\$ 56,200.00**

Model: F750

Engine: CUMMINS

Weight Capacity: 25,900 lbs. GVWR

**PRICING (CONTINUED):**

Options: \$ all options included

EXTENDED WARRANTY: (DIV. OF PARKS & RECREATION OPTION FOR ACCEPTANCE)

LENGTH OF TIME: Additional 3 yrs. - \$750.00

PARTS COVERED: All Chassis

**DELIVERY**

Ship Stock N/A days ARO

Ship Non-Stock 120 days ARO

**ADDITIONAL TERMS AND CONDITIONS**

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**7. BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

**8. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**9. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

**10. ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

## 11. REQUIREMENTS:

**New 2009 25,950 GVW Regular Cab Dump Truck with the following specifications or approved equal:**

<b>Engine:</b>	Isuzu diesel 6H 7.8 L 16, 260 HP@2200 /rpm, 835 Lb-Ft Torque@1450 rpm max engine speed 2400 rpm
<b>Transmission:</b>	Allison Automatic, 6 speed w/no park
<b>Battery:</b>	Dual 750 CCA, 12 V
<b>Exhaust system:</b>	single horizontal, driver side mounted inside frame
<b>Front Axle:</b>	10,000 lb. min. capacity, up to 53° turn angle
<b>Front Suspension:</b>	tapered leaf, 10,000 lb. capacity
<b>Front Shock absorber:</b>	1.375" diameter
<b>Front &amp; Rear Tire:</b>	11R22.5-12,350 lbs. Front and 23,000 lbs. Rear
<b>Rear Axle:</b>	single speed, 19,000 lb. capacity, rear wheel drive
<b>Rear Axle Ratio:</b>	5:57:1
<b>Rear Suspension:</b>	Multi-leaf, 19,000 lbs. capacity
<b>Front &amp; Rear Wheels:</b>	22.5" x 8.25" steel disc-accuride 10 hole
<b>Wheelbase:</b>	153" Wheelbase w/84" CA
<b>Frame:</b>	painted, semi-gloss 80,000 psi, steel frame
<b>Fuel Tank:</b>	Single, 50 gal. fuel capacity
<b>Steering:</b>	Power – ZF variable ratio power
<b>Brake System:</b>	Air, ABS-4-Channel Bendix Brake System 'S' Cam Type Meritor
<b>Parking Brake:</b>	hand lever operated transmission mounted drum brake
<b>Warning Device:</b>	Backup Alarm
<b>Head Lights:</b>	Daytime running lamps
<b>Windows:</b>	Solar Ray tinted
<b>Mirrors:</b>	manual, 102" wide load, integral arm, integral convex mirror
<b>Windshield wipers:</b>	2-speed and intermittent w/pulse washers
<b>Body:</b>	10' 5 yard dump body, hoist & pto 10' long x 84" wide, 10 gauge construction 29" front and tailgate, 23" sides ½" capshield, 6" channel longmembers, 4" channel crossmembers on 12" center, 3-panel tailgate
<b>NTEA Class 50 Rated Hoist:</b>	single acting cylinder, direct mount pump & oil reservoir, PTO
<b>12 ton Pineal Hitch</b>	

### **Options:**

Cloth seat trim  
Passenger seat, two-person, storage under fold-up seat and in center seat back  
Air Conditioning  
Rear Suspension Brackets bolted to frame (in lieu of rivets)  
Inverted "L" 80,000 PSI Yield strength  
Stabilizer Bar  
80,000 lb. Rail, painted semi-gloss black 8MM-80,000 PSI yield strength  
Front Oil Seals w/clear caps  
Rear stabilizer bar  
Multi-leaf 23,500 lb. capacity  
Air, ABS-4 channel Bendix Brake system "s" cam type Meritor

**REQUIREMENTS (continued):**

Engine Exhaust Brake and Restrictor  
1250 Watt, 110 V  
Electronic Traction Control, utilizing ABS  
Allison 3000 RDS Series 6-speed  
Electronic Activation Switch  
6 plug round trailer hookup  
Delco AM-FM Stereo Radio  
Ecco Back Up Alarm, 97 decibels, electrical  
Front Tow Hooks, Frame Mounted  
11R22.5G 12,350 lb. capacity front premium highway tread tires  
11R22.5G 23,000 lb. capacity rear premium highway tread tires

**Standard Warranty: 2 yrs. unlimited miles correct any defect**  
**Frame rails, cross members & sheet metal rust through – 5 yr. unlimited**  
**Diesel Engine – 3 yr. unlimited miles**  
**Transmission – 3 yr. unlimited miles**

**12. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**13. NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**14. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**15. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.